SALES — TIME OF PASSING OF TITLE — CASH SALES: WAIVER OF THE CONDITION BY DELIVERY. — A, intending a cash sale, delivered to B a warehouse receipt representing the goods, and accepted in exchange a check, which was subsequently dishonored. B transferred the warehouse receipt to C, a *bonâ fide* purchaser. *Held*, that C acquired an indefeasible title. *Ammon* v. *Gamble-Robinson Commission Co.*, 127 N. W. 448 (Minn.).

A agreed to sell B for cash two guns, which he delivered to B in return for a check, which was later dishonored. B sold the guns immediately to C, who had no notice. *Held*, that C acquired no title. *Johnson* v. *Iankovetz*, 110 Pac. 398 (Or.).

For a discussion of the principles involved, see 23 HARV. L. REV. 69.

SURETYSHIP — SURETY'S DEFENSES: ABSENCE, EXTINCTION, OR SUSPENSION OF THE PRINCIPAL OBLIGATION — ESTOPPEL. — In exchange for a renewal note on which the defendant's name, as surety, was forged, the plaintiff, the payee, marked "paid" and returned to the maker a note, signed by the defendant as surety. The maker told the defendant that the note was paid, and had been returned to him. After the original note had matured, the maker became insolvent. The plaintiff then sued the defendant as surety on the original note. *Held*, that he cannot recover. *Reints & De Buhr* v. *Uhlenhopp*, 128 N. W. 400 (Ia.).

The acceptance of a renewal note, which is unenforceable because of forgery, does not discharge the surety on the original obligation. See 17 HARV. L. REV. 205. But this case, relying upon a doctrine of estoppel laid down in an earlier Iowa case, holds that if in reliance upon the surrender of the original note the surety is lulled into security and does not take steps to protect himself, and thereby is actually prejudiced, the creditor is estopped thereafter to proceed against him. *Kirby* v. *Landis*, 54 Ia. 150. The fallacy in this argument is that the creditor has made no misrepresentation, no unequivocal statement, upon which the surety is justified in relying. When the creditor surrendered the original note, in effect all that he said was that he thought he had been paid, but that if the renewal note was not good, he would hold all parties to the original obligation. Any stronger statement than that by the principal to the surety is unauthorized by the creditor. And a mere statement by the principal that the note is paid cannot be relied upon by the surety. *Town of Sullivan* v. *Cluggage*, 21 Ind. App. 667.

TAXATION — WHERE PROPERTY MAY BE TAXED — TAXATION BY STATE OF DOMICILE OF GIFTS MADE ABROAD. — A, domiciled in Wisconsin, went into Illinois and there conveyed to an Illinois trust company certain personal property, in trust for himself for life, and then for his sons. The property was then and at all times in Illinois. A Wisconsin statute taxed all transfers of property by a resident made "in contemplation of the death of the grantor, vendor, or donor, or intended to take effect in possession or enjoyment at, or after, such death." *Held*, the property was subject to the tax. *In re Buller's Estate*, 128 N. W. 109 (Wis.). See NOTES, p. 307.

VESTED, CONTINGENT, AND FUTURE INTERESTS — COVENANT TO PAY LIFE ANNUITY — APPORTIONMENT BETWEEN CAPITAL AND INCOME. — A testator who had covenanted to pay an annuity bequeathed the proceeds of the sale of his residuary estate upon successive trusts for certain life tenants and remaindermen. *Held*, that the successive instalments of the annuity must be borne by income and capital as follows: calculate what sum, if set aside at the testator's death, would with simple interest at three and one-half per cent to the day of payment have met the particular instalment; charge that sum to capital and the balance to income. *In re Poyser*, [1910] 2 Ch. 444. See NOTES, p. 309.